

POLICY NUMBER:

COMMERCIAL AUTO
CA 99 71 11 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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VIRGINIA GARAGEKEEPERS COVERAGE

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Virginia, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By: (Authorized Representative)
Named Insured:	

SCHEDULE

Location No.	Coverages	Limit Of Insurance For Each Location
1	Comprehensive	\$ MINUS \$ DEDUCTIBLE FOR EACH "CUSTOMER'S AUTO" FOR "LOSS" CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH "LOSS" IN ANY ONE EVENT; OR
	Specified Causes of Loss	\$ MINUS \$ DEDUCTIBLE FOR ALL PERILS SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH "LOSS" IN ANY ONE EVENT.
	Collision	\$ MINUS \$ DEDUCTIBLE FOR EACH "CUSTOMER'S AUTO"
2	Comprehensive	\$ MINUS \$ DEDUCTIBLE FOR EACH "CUSTOMER'S AUTO" FOR "LOSS" CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH "LOSS" IN ANY ONE EVENT; OR
	Specified Causes of Loss	\$ MINUS \$ DEDUCTIBLE FOR ALL PERILS SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH "LOSS" IN ANY ONE EVENT.
	Collision	\$ MINUS \$ DEDUCTIBLE FOR EACH "CUSTOMER'S AUTO"
3	Comprehensive	\$ MINUS \$ DEDUCTIBLE FOR EACH "CUSTOMER'S AUTO" FOR "LOSS" CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH "LOSS" IN ANY ONE EVENT; OR
	Specified Causes of Loss	\$ MINUS \$ DEDUCTIBLE FOR ALL PERILS SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH "LOSS" IN ANY ONE EVENT.
	Collision	\$ MINUS \$ DEDUCTIBLE FOR EACH "CUSTOMER'S AUTO"

LOCATIONS WHERE YOU CONDUCT "GARAGE OPERATIONS"

Location No.	Address State Your Main Business Location As Location No. 1
1	
2	
3	

Premium For All Locations	
Comprehensive	\$
Specified Causes of Loss	\$
Collision	\$

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Garagekeepers Coverage applies on a legal liability basis unless one of the Direct Coverage Options is indicated below by " X ".

DIRECT COVERAGE OPTIONS

- ☐ **EXCESS INSURANCE.** If this box is checked, **GARAGEKEEPERS COVERAGE** is changed to apply without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" and is excess over any other collectible insurance regardless of whether the other insurance covers your or any other "insured's" interest or the interest of the "customer's auto's" owner.
- ☐ **PRIMARY INSURANCE.** If this box is checked, **GARAGEKEEPERS COVERAGE** is changed to apply without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" and is primary insurance.

A. This endorsement provides only those coverages:

1. Where a Limit Of Insurance and a premium are shown for that coverage in the Schedule, and
2. For the location shown in the Schedule.

B. Coverage

1. We will pay all sums the "insured" legally must pay as damages for "loss" to a "customer's auto" or "customer's auto" equipment left in the "insured's" care while the "insured" is attending, servicing, repairing, parking or storing it in your "garage operations" under:

a. Comprehensive Coverage

From any cause except:

- (1) The "customer's auto's" collision with another object; or
- (2) The "customer's auto's" overturn.

b. Specified Causes of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft; or
- (3) Mischief or vandalism.

c. Collision Coverage

Caused by:

- (1) The "customer's auto's" collision with another object; or
- (2) The "customer's auto's" overturn.

2. We have the right and duty to defend any "suit" for these damages, even if the "suit" is groundless, false or fraudulent. However, we have no duty to defend "suits" for "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit Of Insurance for that coverage has been exhausted by payment of judgments or settlements.

3. Who Is An Insured

The following are "insureds" for "loss" to "customer's autos".

- a. You.
- b. Your partners, employees, directors or shareholders while acting within the scope of their duties as such.

4. Coverage Extensions

SUPPLEMENTARY PAYMENTS

In addition to the Limit Of Insurance, we will pay for the "insured":

- a. All expenses we incur.
- b. The costs of bonds to release attachments in any "suit" we defend, but only for bond amounts within our Limit Of Insurance.
- c. All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- d. All costs taxed against the "insured" in any "suit" we defend.
- e. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" we defend; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit Of Insurance.
- f. Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable Limit Of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

C. Exclusions

1. This insurance does not apply to any of the following:

a. Contractual Obligations

Liability resulting from any agreement by which the "insured" accepts responsibility for "loss".

b. Theft

"Loss" due to theft or conversion caused in any way by you, your "employees" or by your shareholders.

c. Defective Parts

Defective parts or materials.

d. Faulty Work

Faulty "work you performed".

2. We will not pay for "loss" to any of the following:

- a. Tape decks or other sound reproducing equipment unless permanently installed in a "customer's auto".

- b. Tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.

- c. Sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "customer's auto" manufacturer for the installation of a radio.

- d. Equipment designed or used for the detection or location of radar.

D. Limit Of Insurance And Deductible

1. Regardless of the number of "customer's autos", "insureds", premiums paid, claims made or "suits" brought, the most we will pay for each "loss" at each location is the Garagekeepers Coverage Limit Of Insurance shown in the Schedule for that location minus the applicable deductibles for "loss" caused by collision; and

- a. Theft or mischief or vandalism; or
- b. All perils.

2. The maximum deductible stated in the Schedule for Garagekeepers Coverage Comprehensive or Specified Causes of Loss Coverage is the most that will be deducted for all "loss" in any one event caused by:

- a. Theft or mischief or vandalism; or
- b. All perils.

3. Sometimes to settle a claim or "suit", we may pay all or any part of the deductible. If this happens you must reimburse us for the deductible or that portion of the deductible that we paid.

E. Additional Definitions

As used in this endorsement:

1. "Customer's auto" means a customer's land motor vehicle or trailer or semitrailer. This definition also includes any customer's auto while left with you for service, repair, storage or safe-keeping. Customers include your "employees", and members of their households who pay for services performed.
2. "Loss" means direct and accidental loss or damage and includes any resulting loss of use.

3. "Garage operations" means the ownership, maintenance or use of locations for the purpose of a business of selling, servicing, repairing, parking or storing "customer's autos" and that portion of the roads or other accesses that adjoin these locations. "Garage operations" also includes all operations necessary or incidental to the performance of garage operations.

4. "Work you performed" includes:

- a. Work that someone performed on your behalf; and
- b. The providing of or failure to provide warnings or instructions.

SPECIMEN ONLY